

SERIAL 10014 SS POTOMAC ELECTRONIC MESSAGING SOLUTION-MCLD

DATE OF LAST REVISION: April 09, 2010

CONTRACT END DATE: March 31, 2013

**CONTRACT PERIOD BEGINNING APRIL 01, 2010
ENDING MARCH 31, 2013**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **POTOMAC ELECTRONIC MESSAGING SOLUTION-MCLD**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Public Health Contract C-65-10-016-M-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2049301.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



SOLE SOURCE CONTRACT

SERIAL 10014-SS

This Contract is entered into the 31st day of March 2010 by and between Maricopa County (County), a political subdivision of the State of Arizona, and Interface Electronics, Inc., a Georgia corporation (Contractor) for the purchase of Potomac Electronic Messaging Hardware, Services and Software Support and Maintenance.

1.0 **TERM:**

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of April, 2010 and ending the 31st day of March, 2013.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 **INVOICES AND PAYMENTS:**

- 2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Contract Item number(s)
 - Description of services
 - Pricing per unit of service
 - Extended price
 - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County.

5.0 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

6.0 TERMS & CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.4 Certificates of Insurance.

6.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING:

The County may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

6.5 INTERNET COMMUNICATIONS AND ORDERING:

The County may at its option use the Internet to communicate and to place orders under this Contract.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Interface Electronics, Inc.
P.O. Box 3689
3680 Burnette Park Drive NW
Suite A
Suwanee, Ga. 30024

6.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract termination date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

6.8 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other

party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES:

6.12.1 In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.15 SUBCONTRACTING:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

6.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory

arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 6.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 AVAILABILITY OF FUNDS:

- 6.22.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.22.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.23 CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract.

- 6.23.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
- 6.23.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.23.1.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.23.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
- 6.23.2.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
 - 6.23.2.2 Terminate the Contract for default.

6.24 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.25 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.26 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.27 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

6.29 CONTRACTOR LICENSE REQUIREMENT:

6.29.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

6.29.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.30.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.30.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.30.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.30.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.30.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.30.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail, except the Contractor's license agreement shall prevail where it pertains to the use of the Contractor's product.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.


6.32.1 Exhibit A, Pricing

6.32.2 Exhibit B, Scope of Work

6.32.3 Exhibit C, Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE
John Now Sales MGR

PRINTED NAME AND TITLE

3680 Burnette Park NW. Suite A. Suwanee GA. 30024

ADDRESS

3/29/10

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

APR 05 2010

DATE

ATTESTED:



CLERK OF THE BOARD 033110

APR 05 2010

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

April 3 2010

DATE

**EXHIBIT A
PRICING**

SERIAL 10014-SS

NIGP CODE: 2049301

RESPONDENT NAME: Interface Electronics Inc.

VENDOR NUMBER : W000010261

ADDRESS: 3680 Burnette Park Drive NW
Suwanee, Ga. 30024

P.O. ADDRESS: PO Box 3689 Suwanee, GA 30024

TELEPHONE NUMBER: 800-329-3289 ext 125

FACSIMILY NUMBER: 770-623-8001

WEB SITE: www.interface.com www.potomac.nu

REPRESENTATIVE: John Noll

REPRESENTATIVE E-MAIL: jnoll@interface.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	% <u> </u>
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE
TO
CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input checked="" type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

Potomac Electronic Messaging Standalone System- includes

1 Potomac appliance, supports 1 rotation, includes RSS feed capabilities

Potomac software warranty: 1 year technical software support, 1 year advanced replacement on appliance

<u>Part Number</u>	<u>Description</u>	<u>List</u>	<u>Maricopa County Pricing</u>
004-4700-00S/Lite-GOV	Potomac Electronic Messaging Desktop Appliance w 30 item in database support and RSS feeds limited to 3 items	2990	2475
004-4700-00S/GOV	Potomac Electronic Messaging Desktop Appliance	4380	3591
004-4700-00S/R-GOV	Potomac Electronic Messaging Rackmount Appliance	4985	4136
004-4700-00S/+GOV	Potomac Electronic Messaging Desktop Appliance w/CATV support.	4995	3990
004-4800-050I	Potomac Interactive Desktop Kiosk Appliance	4380	3591

Potomac Bundles

1 Potomac appliance, supports 1 rotation, includes RSS feed capabilities

1 LCD tabletop Monitor, 6ft VGA cable,

Potomac software warranty: 1 year technical software support, 1 year advanced replacement on appliance

Optional mounting equipment listed below.

Monitors carry a 1 year factory warranty.

<u>Part Number</u>	<u>Description</u>	<u>List</u>	<u>Maricopa County Pricing</u>
004-4700-320-GOV	Potomac Desktop Bundle with 20 inch LCD	4680	3861
004-4700-327-GOV	Potomac Desktop Bundle with 27 inch LCD	4980	4131
004-4700-332-GOV	Potomac Desktop Bundle with 32 inch LCD	5580	4671
004-4700-337-GOV	Potomac Desktop Bundle with 37 inch LCD	5880	4941
004-4700-342-GOV	Potomac Desktop Bundle with 42 inch LCD	6380	5391
004-4700-347-GOV	Potomac Desktop Bundle with 47 inch LCD	7167	6099
004-4700-352-GOV	Potomac Desktop Bundle with 52 inch LCD	7990	6840

Kiosk- Custom made with Bundle and extra monitors

004-4700-701-GOV	1 sided kiosk with 32 inch LCD Monitor - custom color	8380	7196
004-4700-702-GOV	2 sided kiosk with 32 inch LCD Monitor- custom color	9934	8940
004-4700-703-GOV	3 sided kiosk with 32 inch LCD Monitor- custom color	11247	10122
004-4700-705-GOV	1 sided kiosk with 42 inch LCD Monitor - custom color	9180	8262

004-4700-110-GOV	Potomac Appliance Webview/network view sold per Potomac	1295	1166
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Potomac Optional Hardware components via Category 5

Components allow Potomac Appliance to be located 500 ft away from LCD monitor using Cat 5 Cabling

004-4700-665-GOV	Remote Cat 5 VGA/ Audio extender	235	235
004-4700-610-GOV	Remote/Local Cat 5 VGA- Audio Extender	421	421
004-4700-668-GOV	4 Port Cat 5 Splitter with audio support	410	410
004-4700-669-GOV	8 port Cat 5 Splitter with audio support	485	485
004-4700-670-GOV	16 port Cat 5 Splitter with Audio support	905	905

Potomac Mounting Equipment

004-4700-529-GOV	20-32 inch wall mount bracket with security	160	160
004-4700-533-GOV	32-63 inch wall mount bracket with security	200	200

Potomac Enterprise Manager

004-4700-005EMR-GOV	5 node license support for Potomac appliances connection	3959	3563
004-4700-010EMR-GOV	10 node license support for Potomac appliances connection	4995	4495
004-4700-025EMR-GOV	25 node license support for Potomac appliances connection	6095	5485
004-4700-050EMR-GOV	50 node license support for Potomac appliances connection	7295	6565

Maintenance Pricing

Maintenance can be sold by reseller for additional years at time of initial purchase only

004-4700-902-GOV	2nd year Potomac Electronic Desktop appliance standalone	777	630
004-4700-903-GOV	3rd year Potomac Electronic Desktop appliance standalone	777	630
004-4700-904-GOV	4th year Potomac Electronic Desktop appliance standalone	777	630
004-4700-902RK-GOV	2nd year Potomac Electronic Rackmount appliance	1095	985
004-4700-903RK-GOV	3rd year Potomac Electronic Rackmount appliance	1095	985
004-4700-904RK-GOV	4th year Potomac Electronic Rackmount appliance	1095	985

Maintenance -Potomac Enterprise Manager

004-4700-912EM-GOV	2nd year Maintenance for 5 node Potomac Enterprise Manager	1400	1260
004-4700-913EM-GOV	3rd year Maintenance for 5 node Potomac Enterprise Manager	1400	1260
004-4700-914EM-GOV	4th year Maintenance for 5 node Potomac Enterprise Manager	1400	1260
004-4700-915EMRK-GOV	2nd year Maintenance for 10 node Potomac Enterprise Manager	1995	1795
004-4700-916EMRK-GOV	3rd year Maintenance for 10 node Potomac Enterprise Manager	1995	1795
004-4700-917EMRK-GOV	4th year Maintenance for 10 node Potomac Enterprise Manager	1995	1795
004-4700-918EMRK-GOV	2nd year Maintenance for 25 node Potomac Enterprise Manager	1995	1795
004-4700-919EMRK-GOV	3rd year Maintenance for 25 node Potomac Enterprise Manager	1995	1795
004-4700-920EMRK-GOV	4th year Maintenance for 25 node Potomac Enterprise Manager	1995	1795
004-4700-921EMRK-GOV	2nd year Maintenance for 50 node Potomac Enterprise Manager	1995	1795
004-4700-922EMRK-GOV	3rd year Maintenance for 50 node Potomac Enterprise Manager	1995	1795
004-4700-923EMRK-GOV	4th year Maintenance for 50 node Potomac Enterprise Manager	1995	1795

*** See standard Interface Electronics Inc. Potomac Warranty for coverage details**

EXHIBIT B

1.0 INTENT

To provide Maricopa County Library District (MCLD) with POTOMAC ELECTRONIC MESSAGING SOLUTION. To include: (17) monitors and (17) Potomac appliances and (1) Enterprise Management server and software.

2.0 SCOPE OF WORK

2.1 MINIMUM SPECIFICATIONS – POTOMAC COMPONENTS

Potomac Appliance – The Potomac appliance includes a hardware appliance along with the Potomac software. The data content and scheduling information are stored on this appliance. Built-in functionality includes:

2.1.1 CREATE CONTENT- (at the local level for redundancy of the Enterprise Management System)

- Text
- Text With Image
- Image
- Video
- Content Preview

2.1.2 CONTENT SCHEDULING

- Current
- Future
- Expired
- Permanent
- Weekly

2.1.3 ROTATION MANAGEMENT

- Add/remove content to a rotation without interrupting the rotation
- Change rotation order of scheduled content

2.1.4 MARQUEE MANAGEMENT

- Create marquee
- Schedule marquee
- RSS News headlines

2.1.5 BACKGROUND IMAGE MANAGEMENT

- Add/remove images for background

2.1.6 USER MANAGEMENT

- Add/Remove Users

2.1.7 SERVER MANAGEMENT

- Manage multiple servers (Enhanced server management available with Enterprise Management Server Option)

2.1.8 IP CONTENT DATA TRANSFER

- Data Transmissions are 128 bit Encrypted

2.1.9 LINUX/JAVA BASED PLATFORM

- Runs in a Java Applet
- Secure- 128 bit encryption
- Stable
- Scalable

2.1.10 CLIENT USER INTERFACE COMPATIBILITY

- Client can be configured with any OS that has a JAVA enabled browser.

2.1.11 BROWSER BASED USER INTEFACE COMPATIBILITY

- MSIE, FIREFOX, NETSACPE, OPERA

2.1.12 NATIVE FILE TYPE SUPPORT

Potomac appliance with Electronic Messaging & Marquee software supporting the following file types: Mpeg program streams, Mpg, Mpeg, AVI, ASF, WMV, .wma, QUICKTIME, -(MOV, .mp4) mpeg-video (.mpv-m2v) network graphic format (.PNG, .MNG) and the following video CODECS: mpeg1/2/4, ms mpeg4, windows, media Video 7 and QUICKTIME trailers.

Almost every major image, web and video creation program can export to Potomac compatible file types. These programs include: MS FrontPage, MS Word, MS Publisher, MS PowerPoint, DREAMWEAVER, Adobe Photoshop CE & SE, Corel/JASC Paint Shop Pro, and Pinnacle Studio Pro.

2.2 POTOMAC ENTERPRISE MANAGEMENT SERVER

The Potomac Enterprise Management Server includes Potomac Server hardware along with the Potomac Server software pre-installed. The data content and scheduling information are stored and distributed to remote Potomac devices from this device.

Built-in functionality includes:

- Easily manage multiple remote Potomac appliances over IP.
- Create Content and quickly distribute to multiple remote Potomac sites.
- Create one slide and send to multiple Potomac appliances over IP at one time.
- Set up groups of Potomac devices based on common content requirements

2.3 SUPPORT AND IMPLEMENTATION SERVICES

2.3.1 Potomac Appliance Hardware Support –

Interface provides 1 year Appliance Depot warranty with advance replacement and configuration. 2nd year and beyond support contracts are available.

2.3.2 Potomac Appliance Software Support –

Interface provides software updates and support for 1 year. Interface will continue to pursue new software options for Potomac. With this additional future software items that currently do not exist it may require the user to purchase new hardware from Interface to run some of these future release software items. Interface Electronics Inc. will give a fair trade in value to the users existing hardware to help offset the purchase of new hardware. If the user decides not to run the latest version of software the Potomac Appliance will continue to perform at its existing level. 2nd year and beyond support contracts are available.

2.3.3 Potomac Monitors-

All have a 1 year factory on-site warranty. Extended warranties can be purchased at the time of order.

The Library will be responsible for all power requirements.

2.4 TRAINING

Interface will also provide on-site training to the administrators who need training on the Enterprise management Server System.

2.5.1 Potomac Appliance training for Branch Bundles

Each library will be able to attend one of 2 training sessions on how to add content. The first session will be conducted on-site and there will be a follow up web based session one to two weeks after to answer any questions and to make sure everyone adding content is comfortable to the user interface. On-site training usually takes approximately 45 minutes.

2.5 IMPLEMENTATION

Interface Electronics Inc. quote includes (17) monitors and (17) Potomac appliances and (1) Enterprise Management server and software. Potomac will display High Impact Messages to the various sizes of LCD monitors. Budgetary pricing includes network cabling installation, using Category 5E wire. Also included are a receiver and transmitter for this connection at each site. The distance limitation is 500 ft. over Cat5e wiring between LCD Monitor and Potomac Electronic Messaging Server. This connection is not Ethernet. You will need an Ethernet connection for the Potomac Electronic Messaging Appliance. Option to display over internet browser to library patrons via Java enabled browser is included.

Interface Electronics Inc. will be installing all Potomac related devices and mounting all Monitors in the entire library to include the administration building. All sites will receive appropriate VGA cables and CAT5 cabling to each screen and to each Potomac system. The quotation assumes that the Potomac appliance will be mounted in a closet or away from the Monitor. We will be pulling Cat 5 cables and installing a VGA converter from Cat5 to VGA on each end of the Cat5 cable run.

The Library will be responsible for all power requirements.

The quote is based on (8) wall mount and (9) Pole mount LCD monitors. The Potomac appliances will be located away from the monitor. Also included is a Potomac Enterprise Management server.

2.5.1 PRIOR TO IMPLEMENTATION

Interface will pre-configure your Potomac devices to speed field deployment.

Prior to implementation, Interface will work with the Maricopa County Library District to identify network IP addresses to be utilized in addition to gaining a better understanding of the network topology. IP and power connectivity will be required for each Potomac device and Central Management Server. Interface will also work with Maricopa County Library District to establish a standard image for pre-configuration purposes.

2.5.2 REGIONAL LIBRARY SITES

3 Bundle Potomac with (3) 42inch LCD Monitors

Each site will have the Webview module to allow patrons to view the monitor for library computers that have a Java enabled browser and also give the library the ability to show information over the website again to patrons with Java enabled browsers at their homes. Potomac will display JPEG's and local library information in the marquee for the Webview module.

Each site will have the ability to add there own content and also receive content over the web from the Potomac Enterprise Management Server.

2.5.3 BRANCH LIBRARY SITES

11 Bundle Potomac appliances with (11) 32 inch LCD Monitors

Each site will have the Webview module to allow patrons to view the monitor for library computers that have a Java enabled browser and also give the library the ability to show information over the website again to patrons with Java enabled browsers at their homes. Potomac will display JPEG's and local library information in the marquee for the Webview module.

Each site will have the ability to add there own content and also receive content over the web from the Potomac Enterprise Management Server.

2.5.4 ADMINISTRATION BUILDING SITE

(3) Potomac Electronic Messaging Desktop Appliances (1) Potomac Enterprise Management Server and also (2) 42 inch LCD Monitors and (1) 32 inch LCD Monitor.

EXHIBIT C

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-

room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

**INTERFACE ELECTRONICS INC, P. O. BOX 3689, 3680 BURNETTE PARK NW. SUITE A, SUWANEE,
GA 30024**

PRICING SHEET: 2049301

Terms:	2% 30 Daye Net 31
Vendor Number:	W000010261 X
Telephone Number:	800/329-3289 ext 125
Fax Number:	770/623-8001
Contact Person:	John Noll
E-mail Address:	jnoll@interface.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2013.